



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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First District

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June 2, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A RENEWAL MEDICAL, DRUG/PHARMACEUTICAL,
AND MISCELLANEOUS SUPPLIES SERVICES AGREEMENT**
(1st District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign a renewal agreement, substantially similar to Exhibit I, with the Regents of the University of California (i.e., the University of California at Los Angeles [UCLA]) to allow the Department of Health Services to provide the UCLA School of Nursing Health Center at the Union Rescue Mission with free County-purchased medical, drug/pharmaceutical, and miscellaneous (e.g., general office) supplies, effective July 1, 2005 through June 30, 2006, with provisions for four one-year automatic renewals through June 30, 2010, at a total annual maximum net County cost of \$10,000 (or \$50,000 through June 30, 2010).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Board approval of the recommended action will allow the Department of Health Services (DHS or Department) to provide medical, drug/pharmaceutical, and miscellaneous supplies which support the UCLA School of Nursing Health Center at the Union Rescue Mission (UCLA School of Nursing) in their provision of medical services to patients who would not normally utilize either County or private medical facilities (e.g., homeless) for the diagnosis and treatment of diseases of public health significance, including the detection and treatment of communicable and infectious diseases.

FISCAL IMPACT/FINANCING:

The total estimated net County cost for all medical, drug/pharmaceutical, and miscellaneous supplies to be provided to the UCLA School of Nursing for use at the Union Rescue Mission under the agreement for the period of July 1, 2005 through June 30, 2010, is \$50,000 (or \$10,000 annually).

Funding is included in the Fiscal Year 2005-06 Proposed Budget and will be requested as part of a continuing appropriation in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since June 1988, DHS' H. Claude Hudson Comprehensive Health Center (HCH CHC) has provided medical, drug/pharmaceutical, and miscellaneous (e.g., general office) supplies to the UCLA School of Nursing under a Memorandum of Understanding (MOU).

In late 1999, the MOU between the Department and the UCLA School of Nursing expired. HCH CHC agreed to continue to provide medical, drug/pharmaceutical, and miscellaneous supplies to the UCLA School of Nursing under a Purchase Order (PO) agreement, until such time that a formal agreement could be submitted to the County's Board of Supervisors (Board) for approval, to replace the PO and expired MOU.

On January 11, 2000, the Board approved the agreement for the County (through the HCH CHC) to provide the UCLA School of Nursing with medical, drug/pharmaceutical, and miscellaneous supplies, effective through June 30, 2005, at an estimated net County cost of \$30,000 (or \$6,000 per each fiscal year the agreement remained in effect.)

As under the previous agreement, the renewal agreement will require the UCLA School of Nursing to complete and submit a supply order form and/or a drug formulary to HCH CHC in order to receive supplies. Only those supplies listed on the supply order form and drug formulary, which are incorporated as part of the agreement, will be provided to the UCLA School of Nursing. (Note that the supply order form has blank areas in which unlisted supplies may be requested, however only those supplies that have been approved by the Director of Health Services, or his designee, and have already been purchased by County [i.e., available from County supply warehouse] will be added to such a supply order. No direct ordering of supplies by the UCLA School of Nursing will be allowed.)

As requested by UCLA and approved by County Counsel for services under this agreement, Consideration of Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Participants for Employment, Contractor's Willingness to Consider County Employees, and Safely Surrender Baby Law provisions will not be included in this agreement. This is consistent with other agreements between the parties, in part because of existing UCLA union obligations.

The agreement (Exhibit I) has been approved as to form by County Counsel.

Attachment A provides additional information.

CONTRACTING PROCESS:

It is not appropriate to advertise County in-kind support agreements on the County's Los Angeles (L.A.) Online Web Site as a business/contract opportunity.

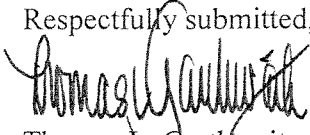
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Medical services to detect and treat communicable and infectious diseases will continue to be provided by the UCLA School of Nursing to patients at the Union Rescue Mission.

The Honorable Board of Supervisors
June 2, 2005
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite".

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:pm

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLUCLA MED PHARM.gi.wpd

SUMMARY OF AGREEMENT

1. Type of Service:

Provision of medical, drug/pharmaceutical, and miscellaneous supplies to support the efforts of the UCLA School of Nursing Health Center at the Union Rescue Mission in the detection and treatment of communicable and infectious diseases and the provision of other medical clinic services.

2. Agency Addresses, Contact Persons, and Telephone Numbers:

Contractor:

University of California at Los Angeles (UCLA) School of Nursing
Box 951702
Factor Building, Room 2-938
Los Angeles, California 90095-1702
Attention: Ms. Susan Pfeiffer, Financial Officer
Telephone Number: (310) 825-1755
Facsimile (FAX) Number: (310) 206-7433
Electronic Mail (e-mail) Address: spfeiffe@sonnet.ucla.edu

UCLA School of Nursing Health Center at the Union Rescue Mission
545 South San Perdro Street
Los Angeles, California 90013-7101
Attention: Mr. Arron J. Strehlow, RN, Ph.D.
Program Administrator
Telephone Number: (213) 673-4849
Facsimile (FAX) Number: (213) 673-4581
E-mail address: sonhcurm@ucla.edu

3. Term:

July 1, 2005 through June 30, 2006, with provisions for four one-year automatic renewals through June 30, 2010.

4. Financial Information:

The total estimated net County cost for all medical, drug/pharmaceutical, and miscellaneous supplies, to be provided to the UCLA School of Nursing under the agreement for the period of July 1, 2005 through June 30, 2010, is \$50,000 (or \$10,000 annually.) Funding is included in the Fiscal Year 2005-06 Proposed Budget and will be requested as part of a continuing appropriation in future fiscal years.

5. Accountable for Monitoring and Evaluation:

H. Claude Hudson Comprehensive Health Center Administration.

6. Approvals:

LAC+USC Healthcare Network:	Pete Delgado, Chief Executive Officer
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (approval as to form):	Richard K. Mason, Acting Assistant Deputy County Counsel

EXHIBIT I

Contract No. _____

MEDICAL, DRUG/PHARMACEUTICAL, AND MISCELLANEOUS
SUPPLIES SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2005,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, LOS ANGELES (here-
after Contractor").

WHEREAS, California Health and Safety Code section 101025
places upon County's Board of Supervisors the duty to preserve
and protect the public's health; and

WHEREAS, California Health and Safety Code section 101000
requires County's Board of Supervisors to appoint a County Health
Officer, who is also the Director of County's Department of
Health Services (hereafter "DHS"), to prevent the spread or
occurrence of communicable, contagious, and infectious diseases,
within the jurisdiction of County; and

WHEREAS, one method of preventing the spread or occurrence
of communicable, contagious, and infectious diseases, is ensuring
that County residents have access to proper health care services
as provided by County and community clinics and health centers;
and

WHEREAS, County has found that certain groups of County residents (e.g., indigent, homeless, etc.), who are more likely to be affected by communicable, contagious, and/or infectious diseases, or other medical conditions of public health significance, prefer obtaining their health care services at a community clinic or health center, rather than at a County facility; and

WHEREAS, Contractor's health center (i.e., the University of California at Los Angeles [UCLA] School of Nursing Health Center at the Union Rescue Mission) has had significant success in inducing such groups of County residents, to submit themselves to proper medical treatment and has, therefore, been of substantial assistance to the County Health Officer in the performance of his duties; and

WHEREAS, this Agreement contemplates assisting Contractor's health center and enhancing its service capabilities by providing Contractor with a portion of the medical (including medical devices, all hereafter referred to as "medical [supplies]"), drug/pharmaceutical, and miscellaneous supplies, needed to properly render health care services to County residents at the Union Rescue Mission; and

WHEREAS, County believes it is in the best interest of the residents of Los Angeles County to assist Contractor in such a

manner, and to formalize such assistance by written agreement;
and

WHEREAS, Contractor is willing to accept such assistance in exchange for Contractor's provision of basic health care services to County residents rendered at the Union Rescue Mission ("Facility"); and

WHEREAS, the term "Director" as used herein refers to County's Director of DHS or his/her authorized designee (hereafter jointly referred to as "Director").

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on July 1, 2005, and shall continue, unless sooner terminated or canceled, in full force and effect to and including June 30, 2006. Said Agreement shall thereafter automatically renew from County Fiscal Year ("FY") (i.e., July 1 through June 30) to FY, for a period of four (4) FYs, without further action by the parties hereto, unless the desire of either party to terminate Agreement has been given in writing to the other party by May 30 of the prior FY term. However, Agreement may be sooner cancelled or terminated at any time by either party, for any reason, with or without cause, upon the giving of at least thirty (30) days' prior written notice thereof to the other. In any event, this Agreement shall finally expire on midnight June 30, 2010.

Notwithstanding any other provision of this Paragraph, the

failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES AND DUTIES:

A. General Services: Properly licensed or accredited Contractor staff shall provide those basic health care services, including but not limited to physical examinations and immunizations, as may be needed by County residents at Facility affected by communicable, contagious, and infectious diseases, or other medical conditions of public health significance, in exchange for County's provision of a portion of the medical, drug/pharmaceutical, and miscellaneous supplies, needed by Contractor to properly serve such residents. Contractor shall use such medical, drug/pharmaceutical, and miscellaneous supplies, at no additional cost to County, in accordance with accepted medical standards prevailing in the community. Further, such medical, drug/pharmaceutical, and miscellaneous supplies shall only be used and dispensed by properly licensed

medical personnel under the direction and control of a licensed physician (i.e., medical doctor), as needed to provide services herein. Within ten (10) calendar days of the effective date of this Agreement a written description of the procedures and protocols used by Contractor in providing basic health care services to County residents/ patients it serves at Facility, including but not limited to, a description of the specific use, distribution, storage, and tracking controls used, for the medical, drug/ pharmaceutical, and miscellaneous supplies to be provided by County to Contractor. During the term of Agreement and for the period of seven (7) years thereafter, Director may request from time to time access to Contractor records, including patient records, for the purpose of determining whether the medical, drug/pharmaceutical, and miscellaneous supplies provided hereunder are being used for the intended beneficiaries of this Agreement. Director may also request access to Contractor's Facility delivery site to assure that distribution, storage, and tracking controls, and other accountability controls, with respect to such items are in place and are conducted with the aforementioned procedures and protocols. Such access shall be granted by Contractor within three (3) working days of any such request.

B. Medical/Miscellaneous Supplies:

(1) Contractor will submit its order for medical and miscellaneous supplies, in writing, to Director on the supply order form, "Exhibit A", as attached hereto, and incorporated herein by reference. Contractor must receive Director's written approval to add and order any medical and miscellaneous supply not listed on the supply order form, or County supply catalogue/list. In any event, Director shall have the authority to add or remove the availability of any medical or miscellaneous supply listed on the supply order form, or County supply catalogue/list, from being supplied to Contractor, at any time, following at least one (1) days written notice to Contractor. The supply order form will be approved and signed by the Contractor's Health Center Director/Administrator.

(2) Contractor will be responsible for collecting medical and miscellaneous supplies from H. Claude Hudson Comprehensive Health Center ("HCH CHC") after Contractor has been notified by Director that Contractor's order has been filled and is ready for pickup.

C. Drug/Pharmaceutical Supplies:

(1) Contractor will submit its order for drug/pharmaceutical supplies, in writing, to Director in care

of ("c/o") HCH CHC Pharmacy using the attached listing (entitled UCLA School of Nursing Health Center at the Union Rescue Mission [Drug] Formulary), labeled "Exhibit B", incorporated herein by reference. Contractor selection of drugs/pharmaceuticals shall be limited to only those drugs/pharmaceuticals on the listing, and further limited to only those drugs and pharmaceutical supplies approved by the Director for ordering as indicated by an asterisk. Contractor must receive Director's written approval to add and order any drug or pharmaceutical supply not marked with an asterisk on the listing. In any event, Director shall have the authority to add or remove the availability of any drug or pharmaceutical supply marked with an asterisk on the listing, from being supplied to Contractor, at any time, following the giving of at least one (1) calendar day's written notice to Contractor. The listing will be approved and signed by the Contractor's Health Center Director/ Administrator and will be accompanied by Contractor's Inventory Log indicating the disposition of the drugs/pharmaceuticals of the same type previously supplied to Contractor by the HCH CHC Pharmacy.

(2) Contractor will be responsible for collecting drugs and pharmaceutical supplies from HCH CHC after

Contractor has been notified by Director that Contractor's order has been filled and is ready for pickup.

D. Contractor agrees that all medical, drugs/ pharmaceuticals, and miscellaneous supplies, provided by County to Contractor under this Agreement, shall be used to directly provide basic health care services to County indigent and homeless residents at Facility and shall not be sold or offered for resale in any manner. Contractor shall not charge patients or their families for such medical, drugs/pharmaceuticals, or miscellaneous supplies.

E. Contractor shall provide services at Facility no less than forty (40) hours a week. The precise days and time of operation shall be the subject of a written statement between Director and Contractor's Health Center Director/Administrator.

3. MAXIMUM OBLIGATION OF COUNTY: During the period from July 1, 2005 through June 30, 2010, the maximum obligation of County for the provision of medical, drugs/pharmaceuticals, or miscellaneous supplies, provided under this Agreement shall not exceed Fifty Thousand Dollars (\$50,000), or Ten Thousand Dollars (\$10,000) per each County FY that this Agreement is in effect. Director shall keep an accounting of items provided Contractor hereunder, and shall immediately notify Contractor in writing

when the Ten Thousand Dollar (\$10,000) maximum has been reached for the FY. Director shall use County's costs in procuring the items in computing this maximum obligation.

4. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal July 1 through June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the last County fiscal year for which funds were appropriated. Director shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

5. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

6. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of

this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in Paragraph 7, Insurance Coverage Requirements, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Director at the: DHS; Contracts and Grants Division; 313 North Figueroa Street, 6th Floor-East; Los Angeles, California 90012-2659, and to DHS; H. Claude Hudson Comprehensive Health Center; Administration; 2829 South Grand Avenue; Los Angeles, California 90007, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such

deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor

shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

7. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each accident.

Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance covering liability arising from error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

8. DELEGATION AND ASSIGNMENT: Except as may otherwise be provided in Paragraph 8 hereinbelow, Contractor shall not assign its rights or delegate its duties under this Agreement, or both, either in whole or in part, without the prior written consent of

County, and any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any assignee or delegatee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any assignee or delegatee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction, for any claim which County may have against Contractor, whether under this Agreement or otherwise.

9. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts by Contractor for professional medical services are authorized, but must first be approved in writing by Director. Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontract's proposed effective date, and shall include:

- (1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how

the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also be approved in writing by Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director approval of

any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement. In no event shall approval of any subcontract by Director be construed as effecting any increase in the amount contained in Maximum Obligation Of County Paragraph.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be subject to Director's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken, as requested by Director.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County

shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

G. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of Paragraphs 5, 6, 7, 10, 13 and 14, of the body of this Agreement, as well as, all of the provisions of the Additional Provisions attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

10. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its

performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation, or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

11. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "Additional Provisions", of which the terms and conditions therein contained are part of this Agreement.

12. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the

recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

13. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement and that of the Exhibit(s), and any documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

14. ALTERATION OF TERMS: The body of this Agreement (including its Additional Provisions), and Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

15. CONTRACTOR'S OFFICE: Contractor's primary clinic office is located at 545 South San Pedro Street, Los Angeles, California 90013-2101. Contractor's primary clinic telephone number is (213) 673-4849, facsimile/FAX number is (213) 673-4849, and electronic mail ("e-mail) address is sonhcurm@ucla.edu. Contractor shall notify County, in writing, of any changes made

to Contractor's primary clinic address, business telephone number, facsimile/FAX number, and/or e-mail address, as listed herein, or any other clinic address, clinic telephone number, facsimile/FAX number, and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

16. NOTICES: Notices hereunder shall be in writing and may either be delivered personally, by commercial carrier, or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012-2659

Attention: Division Chief

- (2) H. Claude Hudson Comprehensive Health Center
Administration
2829 South Grand Avenue
Los Angeles, California 90007

Attention: Chief Executive Officer

B. Notices to Contractor shall be addressed as follows:

(1) UCLA School of Nursing
Box 95/1702
Factor Building, Room 2-938
Los Angeles, California 90095-1702

Attention: Ms. Susan Pfeiffer
Financial Officer

(2) UCLA School of Nursing Health Center
at the Union Rescue Mission
545 South San Pedro Street
Los Angeles, California 90013-2101

Attention: Aaron J. Strehlow, RN, Ph.D.
Program Administrator

(3) UCLA Office of Sponsored Research
10920 Wilshire Boulevard, Suite 1200
Los Angeles, California 90024-1406

Attention: Ms. Tamara Combs
Contract and Grant Officer

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical
Officer

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, LOS ANGELES
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX UNIVERSITY SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants
Division

pm:06/09/05
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ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

MEDICAL, DRUG/PHARMACEUTICAL, AND MISCELLANEOUS
SUPPLIES SERVICES AGREEMENT

ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
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ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
MEDICAL, DRUG/PHARMACEUTICAL, AND MISCELLANEOUS
SUPPLIES SERVICES AGREEMENT

1. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's program(s), policies, procedures, and financial and/or other records, and to inspect its business offices, facilities, and/or County site work areas, for contractual compliance at any reasonable time.

2. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, in accordance with requirements of federal and State laws. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent

manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap.

In providing services hereunder, where federal funds are involved, Contractor shall fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

B. Contractor shall establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to

any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include provisions whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his/her complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State, if appropriate.

3. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, in compliance with all anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race,

color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, in compliance with all anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, in accordance with requirements of federal and State laws.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status,

political affiliation, or condition of physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

E. Contractor shall allow County representatives, duly authorized by Director, access to their respective employment records during regular business hours in order to verify compliance with these provisions when so requested by Director. Prior to any such inspection, Contractor may remove personal employee information from such records which is protected under the privacy laws of the State of California. To the extent any such information may come into the possession of County during such an inspection, County hereby promises to protect same from disclosure to third parties.

F. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the federal Equal

Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

4. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

5. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder

meet the citizenship or alien status requirements contained in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

6. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee, physician, or other Contractor staff person, performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

7. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that

Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one (1) or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8. RECORDS AND AUDITS:

A. Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services at its health center, including but not limited to, Contractor's usage of medical, drug/pharmaceutical, and miscellaneous supplies, provided by County under this Agreement, and any related patient and financial records.

Contractor shall also maintain accurate and complete employment and other records of any other services provided hereunder. All such records shall be retained by Contractor for a minimum period of seven (7) years following the expiration or prior termination of this Agreement. During such seven (7) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: 1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or 2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County for purposes of inspection or audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records,

when possible, immediately to County by facsimile/FAX, or through the internet (i.e., e-mail), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County.

B. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor specifically regarding this Agreement by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Department of Health Services - Financial Services Division within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement or under applicable federal or State regulations. Failure of Contractor to comply with these terms shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 U.S.C. section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to

the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

9. REPORTS: Contractor shall make other reports as required by Director, or State, concerning Contractor's activities and/ or operations, as they relate to this Agreement. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the information required.

10. CONFIDENTIALITY: To the extent that Contractor may gain access hereunder to County patient records and information, Contractor shall maintain the confidentiality of all records and

information from third parties in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality.

Contractor shall inform all its officers, employees, agents, and others providing services hereunder of this confidentiality requirement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents from and against any and all loss, damage, liability, and expense arising out of any disclosure of patient records and information by Contractor, its officers, employees, and agents.

11. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

12. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant,

partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall be, or be construed to be, employees or agents of the other party for any purpose whatever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, employees solely of Contractor and not of County. Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Agreement.

13. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits,

registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for its business operation and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

14. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 United States Code section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

15. COUNTY LOBBYISTS: Contractor and each County lobbyist

or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

16. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

17. CONFLICT OF INTEREST: No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by

Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, agent, or subcontractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and complete description of all relevant circumstances.

18. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the location(s) (i.e., facility[ies]) where Contractor provides services under this Agreement, are operated at all times in accordance with all County and local community standards with regard to property

maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

19. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services

similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Considerations: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or considerations in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either

to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of at least thirty (30) calendar days prior written Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

20. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time to time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor

deficiencies or actions which are found in be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to the Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

21. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is

now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 USC section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney ("DA") Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's DA shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the Paragraph 19.B., Termination for Default, of this Additional Provisions attachment to Agreement.

C. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s ("Los Angeles'") Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's business offices. County's DA will supply Contractor with the poster to be used.

22. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in Los Angeles County.

23. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

24. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

25. CONTRACTOR'S OBLIGATIONS AS A COVERED ENTITY UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and as such, has obligations with respect to confidentiality, privacy, and security, of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these

areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely on, County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

"Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions, code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA."

26. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a

"contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of

hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement

a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

27. USE OF RECYCLED - CONTENT PAPER AND PAPER PRODUCTS :

Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

28. CONTRACTOR RESPONSIBILITY AND DEBARMENT :

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as

quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded and/or performing work on, County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County or a non-profit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which

indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall

have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76): Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall

constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

H. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

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